



General Staffing Agreement

DrakeStaffing LLC, with its principal office located 2033 Monroe Dr. Suite B, Atlanta Ga 30324 ("STAFFING FIRM"), and Classic Tents and Events, with its principal office located at 6380 Best Friend Rd. Norcross, GA 30071 ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM Duties and Responsibilities

1. STAFFING FIRM will:
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described in this agreement under CLIENT's supervision at the locations specified in this agreement;
 - b. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees; and require Assigned Employees to sign confidentiality agreements before they begin their assignments to CLIENT.

CLIENT Duties and Responsibilities

2. CLIENT will:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property; properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM. Drake Staffing employees will not be allowed to work on scaffolding or elevated platforms.
 - b. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site; and not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth in this agreement. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. CLIENT agrees, for invoice amounts more than 60 days unpaid a 1% late fee charge will be added to the bill rate and this late fee will continue to be added every additional 30 days the invoice remains unpaid.
4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

- 4.B **Out of Town Jobs and Assignments:** Travel details including job location, Hotel location, Event Captain, and travel arrangements will be discussed and agreed upon at least 14 days prior to event date. Client will provide and pay for any and all travel arrangements for Drake Staffing employees. Per Diem Pay Rates for employees will be calculated by the current State Per Diem rates to where the work will be performed.

Safety Agreements: Drake Staffing employees will attend and sign off on the "Daily Tool Box" at every job, every day. If any staff is to perform work over 10 feet off the ground then a Classic Tents Supervisor will contact a Drake Staffing supervisor prior to them performing the task for approval.

5. CLIENT will not, without prior written consent of STAFFING FIRM, hire nor transfer STAFFING FIRM'S employees, interfere with the employment relationship between STAFFING FIRM and its employees, or directly or indirectly cause a STAFFING FIRM'S employee to transfer to another staffing service. If CLIENT violates the provision above before the agreed upon billable hours have been performed, CLIENT will pay STAFFING FIRM a conversion fee as follows: $(A - B) \times C$

A = 90 Days worked is agreed upon between CLIENT and STAFFING FIRM before an employee can be converted without penalty

B = 90 consecutive days actually worked for the CLIENT by the employee

C = There will be a 4 hour minimum on all jobs requested by client.

Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Indemnification and Limitation of Liability

7. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, family and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM'S or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
8. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM'S and its parent, subsidiaries, directors, officers, agents, representatives, family and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

Miscellaneous

10. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. Each provision of this

Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

11. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

<u>Bill Rate/Job Description</u>	<u>Pay Rate/Job Description</u>
<u>Tent Installation staff</u>	<u>Bill rate \$19.00 per hour</u>
<u>General Laborers(Set-up/Breakdown)</u>	<u>Bill Rate \$17.00 per hour</u>

<u>CLIENT CLASSIC TENTS & EVENTS</u>	<u>DRAKE STAFFING</u>
<u><i>Steven Eisenstein</i></u>	
Signature	Signature
<u><i>Steven Eisenstein</i></u>	
Printed Name Steven Eisenstein	Printed Name Greg Price
<u><i>President</i></u>	
Title	Title C.E.O.
<u><i>2/4/15</i></u>	
Date 2/03/2015	Date 2/03/2015

Credit Card Charge Authorization

Name as appears on Credit Card:

First Name:

Steven Eisenstein

Last Name:

Company Name:

Classic Tents & Events

Card Type:



Master Card American Express Discover

Card Number:

4802 1398 3047 1031

Expiration Date:

Month:

08

Year:

17

Card Verification Number:

237

237

(on back of your card, locate the final 3 digits)
(For Am Exp, locate 4 digits on front right)

Address where monthly billing statements are received:

Address 1:

6380 Best Friend Rd

Address 2:

City:

NOVACROSS

State:

GA

ZIP Code:

30071

Email Address:

Steven@classic-tents.com

Phone # Associated w/Card:

770-449-1010

Being the cardholder or authorized user of the card, by signing below I agree to the terms set forth in this agreement and I hereby authorize Drake Staffing or its representatives to charge the above credit card for temporary staffing invoices. Drake Staffing assumes no responsibility for any interest, late fees or penalties associated with credit card payments. Fax to (262) 334-2600

Signature:

Steven Eisenstein

Printed Name:

Steven Eisenstein

Date:

2/4/15